

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**SCHEDULE 13D
(Rule 13d-101)**

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 5)¹

Farmer Bros. Co.
(Name of Issuer)

Common Stock, par value \$1.00 per share
(Title of Class of Securities)

307675108
(CUSIP Number)

ARON R. ENGLISH
22NW, LP
590 1st Ave. S
Unit C1
Seattle, Washington 98104
(206) 227-3078
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 7, 2023
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☒.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON 22NW Fund, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,955,526
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,955,526
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,955,526	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.1%*	
14	TYPE OF REPORTING PERSON PN	

* Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

1	NAME OF REPORTING PERSON 22NW, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,955,526
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,955,526
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,955,526	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.1%*	
14	TYPE OF REPORTING PERSON PN	

* Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

1	NAME OF REPORTING PERSON 22NW Fund GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,955,526
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,955,526
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,955,526	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.1%*	
14	TYPE OF REPORTING PERSON OO	

* Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

1	NAME OF REPORTING PERSON 22NW GP, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,955,526
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,955,526
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,955,526	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.1%*	
14	TYPE OF REPORTING PERSON CO	

* Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

1	NAME OF REPORTING PERSON Aron R. English	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,964,536
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,964,536
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,964,536	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.2%*	
14	TYPE OF REPORTING PERSON IN	

* Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

1	NAME OF REPORTING PERSON Bryson O. Hirai-Hadley	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,261
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,261
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,261	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%*	
14	TYPE OF REPORTING PERSON IN	

* Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

The following constitutes Amendment No. 5 to the Schedule 13D filed by the undersigned (“Amendment No. 5”). This Amendment No. 5 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Item 2 is hereby amended to add the following:

In connection with the entry into the Letter Agreement, as defined and described in Item 4 below, the Group Agreement (as defined in Amendment No. 4 to the Schedule 13D) was terminated. Accordingly, the Reporting Persons are no longer members of a Section 13(d) group with the JCP Parties (as defined in Amendment No. 4 to the Schedule 13D). The Reporting Persons will continue filing statements on Schedule 13D with respect to their beneficial ownership of securities of the Issuer to the extent required by applicable law. The Reporting Persons have entered into a Joint Filing Agreement, as further described in Item 6 below.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On November 7, 2023, the Reporting Persons and JCP (as defined in Amendment No. 4 to the Schedule 13D) entered into a Letter Agreement (the “Letter Agreement”) with the Issuer. Pursuant to the Letter Agreement, the Issuer agreed, among other things, to accept the notice submitted by Alfred Poe stating his decision not to stand for re-election as a director at the Issuer’s 2023 annual meeting of stockholders (the “2023 Annual Meeting”). The Issuer also agreed to nominate Stacy Loretz-Congdon, David A. Pace, Bradley L. Radoff, Waheed Zaman and the Issuer’s Chief Executive Officer for election by stockholders at the 2023 Annual Meeting, each with a term expiring at the Issuer’s 2024 annual meeting of stockholders.

Pursuant to the Letter Agreement, the Issuer further agreed that the Nominating and Corporate Governance Committee of the Issuer’s Board of Directors (the “Board”) shall identify independent and qualified candidates for the Board, from which the Board will either: (a) nominate one additional candidate (the “New Director”) for election by stockholders at the 2023 Annual Meeting as a director or (b) appoint the New Director to the Board as soon as practicable following the 2023 Annual Meeting; provided, however, that the Issuer shall consult with JCP and the 22NW Group (as defined in the initial Schedule 13D) regarding the selection of the New Director and consider their views in good faith. The Letter Agreement further provides that, promptly following the appointment or election of the New Director, as the case may be, the Board shall (i) fix the size of the Board at six members and (ii) elect the New Director as the Chairman of the Board.

Upon the execution of the Letter Agreement, JCP irrevocably withdrew its notice of stockholder nomination of three individuals for election as directors at the 2023 Annual Meeting. The Letter Agreement will terminate on the date the New Director is appointed or elected to the Board, as applicable.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the Letter Agreement, which is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On November 7, 2023, the Reporting Persons, JCP and the Issuer entered into the Letter Agreement as defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

On November 9, 2023, the Reporting Persons entered into a Joint Filing Agreement pursuant to which they agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. A copy of the Joint Filing Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits:

99.1 Letter Agreement, dated November 7, 2023.

99.2 Joint Filing Agreement, dated November 9, 2023.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 9, 2023

22NW FUND, LP

By: 22NW Fund GP, LLC
General Partner

By: /s/ Aron R. English
Name: Aron R. English
Title: Manager

22NW, LP

By: 22NW GP, Inc.
General Partner

By: /s/ Aron R. English
Name: Aron R. English
Title: President and Sole Shareholder

22NW FUND GP, LLC

By: /s/ Aron R. English
Name: Aron R. English
Title: Manager

22NW GP, INC.

By: /s/ Aron R. English
Name: Aron R. English
Title: President and Sole Shareholder

/s/ Aron R. English
ARON R. ENGLISH

/s/ Bryson O. Hirai-Hadley
BRYSON O. HIRAI-HADLEY

November 7, 2023

JCP Investment Partnership, LP
1177 West Loop South, Suite 1320
Houston, Texas 77027
Attn: James C. Pappas
Email: jcp@jcpinv.com

22NW, LP
590 1st Ave. S, Unit C1
Seattle, Washington 98104
Attn: Aron R. English
Email: english@englishcap.com

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attn: Ryan Nebel
Rebecca Van Derlaske
Email: rnebel@olshanlaw.com
rvanderlaske@olshanlaw.com

Re: Farmer Bros. Co.

Dear Messrs. Pappas and English:

This letter agreement is intended to memorialize the understandings and agreements that we have reached with JCP Investment Partnership, LP (collectively with JCP Investment Partners, LP, JCP Investment Holdings, LLC, JCP Investment Management, LLC and James C. Pappas, “**JCP**”), 22NW, LP (collectively with 22NW Fund, LP, 22NW Fund GP, LLC, 22NW GP, Inc. and Aron R. English, “**22NW**”) and Bryson O. Hirai-Hadley relating to, among other things, (i) the composition of the Board of Directors (the “**Board**”) of Farmer Bros. Co., a Delaware corporation (the “**Company**”) and (ii) JCP’s notice to the Company, dated October 13, 2023 (the “**Nomination Notice**”), of its intent to nominate three candidates for election to the Board at the 2023 Annual Meeting of Stockholders (the “**2023 Annual Meeting**”).

In consideration of the promises, representations and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, JCP and 22NW have successfully reached the following agreements:

1. Promptly following the execution of this letter agreement, the (i) Company shall accept the notice submitted immediately prior to the execution of this letter agreement by Alfred Poe stating his decision not to stand for re-election as a director at the 2023 Annual Meeting; provided, that Mr. Poe will serve out the rest of his term as a director on the Board, which will expire as of immediately prior to the 2023 Annual Meeting; (ii) Board shall nominate Stacy Loretz-Congdon, David A. Pace, Bradley L. Radoff, Waheed Zaman and the Company’s Chief Executive Officer for election by stockholders at the 2023 Annual Meeting, each with a term expiring at the 2024 Annual Meeting of Stockholders; and (iii) Nominating and Corporate Governance Committee of the Board shall identify independent and qualified candidates for the Board, from which, subject to the Company’s policies and the satisfaction of the Nasdaq rules, the Board will either: (a) nominate one additional candidate (the “**New Director**”) for election by stockholders at the 2023 Annual Meeting as a director or (b) appoint the New Director to the Board as soon as practicable following the 2023 Annual Meeting; provided, however, that the Company shall consult with JCP and 22NW regarding the selection of the New Director and consider their views in good faith.

2. Promptly following the appointment or election of the New Director, as the case may be, the Board shall take all necessary actions to (i) fix the size of the Board at six members; provided, however, the Board may increase the size of the Board if it believes in good faith that it is necessary to add directors with specific skills to the Board; and (ii) elect the New Director as the Chairman of the Board.

3. Effective upon execution of this letter agreement, JCP shall irrevocably withdraw the Nomination Notice (with this letter agreement deemed to evidence such withdrawal).

4. No later than four business days following the execution of this letter agreement, the Company shall file with the U.S. Securities and Exchange Commission (the “SEC”) a Current Report on Form 8-K reporting its entry into this letter agreement and appending this letter agreement as an exhibit thereto. No later than two business days following the execution of this letter agreement, each of JCP and 22NW shall file with the SEC an amendment to its respective Schedule 13D reporting its entry into this letter agreement and appending this letter agreement as an exhibit thereto. Each party shall provide the other parties with a reasonable opportunity to review and comment on its applicable SEC filing prior to such respective report or schedule being filed and consider in good faith any comments of the other parties.

5. The term of this letter agreement will commence on the date hereof and will terminate on the date the New Director is appointed or elected to the Board, as applicable.

6. Each party acknowledges and agrees that irreparable harm to the other parties may occur in the event any of the provisions of this letter agreement are not performed in accordance with their specific terms or are otherwise breached and that such injury would not be adequately compensable by the remedies available at law (including, without limitation, the payment of money damages). Accordingly, each party will be entitled to specifically enforce the covenants and other agreements of the other parties contained in this letter agreement and to obtain injunctive relief restraining the other parties from breaching or threatening to breach this letter agreement, and the other parties will not take action, directly or indirectly, in opposition to the party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. The parties further agree to waive any requirement for the security or posting of any bond in connection with any such relief. The prevailing party that obtains a final, non-appealable order shall be entitled to recover its fees and expenses incurred with respect to any action from the non-prevailing party. The remedies available pursuant to this Paragraph 6 shall not be deemed to be the exclusive remedies for a breach of this letter agreement but shall be in addition to all other remedies available at law or equity.

7. Each party represents and warrants that it is duly authorized and has legal capacity to execute and deliver this letter agreement. Each party represents and warrants to the other parties that the execution and delivery of this letter agreement and the performance of such party’s obligations hereunder have been duly authorized and that this letter agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

8. Any notices required or permitted to be given under this letter agreement shall be in writing and shall be delivered by certified mail, overnight courier or electronic mail with confirmation of receipt to the addresses specified on the signature page of this letter agreement.

9. This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures to this letter agreement transmitted by electronic mail shall have the same effect as physical delivery of the paper document bearing the original signature. No modifications of this letter agreement can be made except in writing signed by each of the parties.

10. If any provision of this letter agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Any provision held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. The parties further agree to replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision.

11. This letter agreement and all disputes or controversies out of or related to this letter agreement shall be deemed to be made under the laws of the State of Delaware and for all purposes shall be governed by, and construed in accordance with, the laws of such State applicable to contracts to be made and performed entirely within such State, without reference to conflicts of laws principles.

If the foregoing accurately sets forth our agreements, please sign this letter agreement as indicated below.

Sincerely,

FARMER BROS. CO.

By: /s/ John E. Moore III

Name: John E. Moore III

Title: Interim Chief Executive Officer

Address for Notices for the Company:

Farmer Bros. Co.

1912 Farmer Brothers Drive

Northlake, Texas 76262

Attn: General Counsel

Email: LegalDepartment@farmerbros.com

Signature Page to Letter Agreement

ACKNOWLEDGED AND AGREED

As of the date written above:

/s/ James C. Pappas

James C. Pappas, Individually and on behalf of JCP Investment Partnership, LP, JCP Investment Partners, LP, JCP Investment Holdings, LLC and JCP Investment Management, LLC, in his appropriate capacity for each entity

Address for Notices for JCP:

1177 West Loop South, Suite 1320
Houston, Texas 77027
Attn: James C. Pappas
Email: jcp@jcpinv.com

/s/ Aron R. English

Aron R. English, Individually and on behalf of 22NW, LP, 22NW Fund, LP, 22NW Fund GP, LLC and 22NW GP, Inc., in his appropriate capacity for each entity

/s/ Bryson O. Hirai-Hadley

Bryson O. Hirai-Hadley

Address for Notices for 22NW:

590 1st Ave. S, Unit C1
Seattle, Washington 98104
Attn: Aron R. English
Email: english@englishcap.com

Signature Page to Letter Agreement

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including additional amendments thereto) with respect to the common stock, par value \$1.00 per share, of Farmer Bros. Co., a Delaware corporation. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: November 9, 2023

22NW FUND, LP

By: 22NW Fund GP, LLC
General Partner

By: /s/ Aron R. English
Name: Aron R. English
Title: Manager

22NW, LP

By: 22NW GP, Inc.
General Partner

By: /s/ Aron R. English
Name: Aron R. English
Title: President and Sole Shareholder

22NW FUND GP, LLC

By: /s/ Aron R. English
Name: Aron R. English
Title: Manager

22NW GP, INC.

By: /s/ Aron R. English
Name: Aron R. English
Title: President and Sole Shareholder

/s/ Aron R. English
ARON R. ENGLISH

/s/ Bryson O. Hirai-Hadley
BRYSON O. HIRAI-HADLEY